

**UNITED STATES BANKRUPTCY COURT
FOR THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: Timothy P. Beckel	: Chapter: 13
Debtor	:
	: Bankruptcy No. 22-10301-MDC
	:
	: Objection to Proof of Claim of
	: Regional Acceptance Corp.
	: Claim #2, Filed On 02/15/2022

**Request for Admissions Pursuant to Rule 36 of the
Federal Rules of Civil Procedure**

Pursuant to Rule 7036 of the Federal Bankruptcy Rules and Rule 36 of the Federal Rules of Civil Procedure, Debtor, Timothy P. Beckel, requests that Claimant/Respondent, Regional Acceptance Corporation, answer each of the following Requests for Admissions, separately and under oath, within thirty (30) days from the date of service hereof. If the space provided after each request is not sufficient for your answer, please use additional sheets. A true and correct copy of the Proof of Claim and supporting documents referenced in the Claim is attached to these Requests for Admissions.

1. It is admitted that Regional Acceptance Corporation filed a Proof of Claim Number 2 in the Chapter 13 Bankruptcy Case of Timothy P. Beckel, Case Number 22-10301-MDC. Hereto attached is a copy of the Proof of Claim.
2. It is admitted that the Debtor did not use nor make payment on this debt in which this Proof of Claim within four (4) years from the filing date of February 9, 2022 of this instant Chapter 13 Bankruptcy.
3. It is admitted that Claimant does not have a right to assert this Proof of Claim because the Proof of Claim violates the Pennsylvania Statute of Limitations.
6. It is admitted that this Proof of Claim should be stricken from the Claims Register.

/S/Jeffery A. Fournier, Esquire

Jeffery A. Fournier, Esquire
Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT
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In Re: Timothy P. Beckel Debtor	: Chapter: 13 : : Bankruptcy No. 22-10301-MDC : : Objection to Proof of Claim of : Regional Acceptance Corp. : Claim #2, Filed On 02/15/2022
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CERTIFICATION OF SERVICE

I, Jeffery A. Fournier, Esquire, hereby certify that I served that the above Notice of Objection to Proof of Claim, Proposed Order, and Objection to Proof of Claim were served to the interested parties listed below by first class prepaid postage mail and/or electronically (ECF) on August 8, 2022:

U.S. Trustees Office	ECF
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Kenneth E. West, Trustee P.O. Box 40119 Philadelphia, PA 19106-0119	ECF
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Regional Acceptance Corporation Attn: Lauren E. Harper, Bankruptcy Specialist P.O. Box 1847 Wilson, NC 27894	Mail
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/S/ Jeffery A. Fournier, Esquire
Jeffery A. Fournier, Esquire
Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: Timothy P. Beckel	: Chapter: 13
	:
Debtor	: Bankruptcy No. 22-10301-MDC
	:
	: Request for Admissions
	: Regional Acceptance Corp.
	: Claim #2, Filed On 02/15/2022

EXHIBIT “A”

Fill in this information to identify the case:

Debtor 1 Timothy Beckel

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Pennsylvania

Case number 22-10301

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Regional Acceptance Corporation</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Regional Acceptance Corporation, Bankruptcy Section/100-50-01-51</u> Name <u>PO Box 1847</u> Number Street <u>Wilson NC 27894</u> City State ZIP Code Contact phone <u>(800) 635-3112</u> Contact email <u>RACBankruptcy@truist.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 8 0 3

7. How much is the claim? \$ 1,969.20 Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Money loaned

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/14/2022
MM / DD / YYYY

/s/ Lauren Harper

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Lauren</u>	<u>E.</u>	<u>Harper</u>
	First name	Middle name	Last name
Title	<u>Bankruptcy Production Specialist II</u>		
Company	<u>Regional Acceptance Corporation</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>PO Box 1847</u>		
	Number	Street	
	<u>Wilson</u>	<u>NC</u>	<u>27894</u>
	City	State	ZIP Code
Contact phone	<u>(800) 635-3112</u>		Email <u>RACBankruptcy@truist.com</u>

Buyer Name and Address (Including County and Zip Code) STEVEN BECKEL	Co-Buyer Name and Address (Including County and Zip Code) TIMOTHY P BECKEL	Creditor-Seller Name and Address PERUZZI PONTIAC GMC TRUCK INC 156 LINCOLN HWY FATRLSS HILLS PA 19838
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Other	Year	Make and Model	MPG Gross Vehicle Weight	Vehicle Identification Number	Primary Use For Which Purchased
USED	2005	CHEVROLET MALIBU		1G1ZK577804255620	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$ 600.00.
28.95 %	\$ 8974.55	\$ 14461.45	\$ 23436.00	\$ 24836.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
96	308.68	Monthly beginning 02/04/2013

Or As Follows:

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month or the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 839.68 sales tax) \$ 14829.68 (1)

2 Total Downpayment \$ N/A

3 Unpaid Balance of Cash Price (1 minus 2) \$ 14829.68 (2)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies

Company or Company	Term	Rate	Amount
Disability	Term	N/A	\$ N/A

B Other Optional Insurance Paid to Insurance Company or Companies

(Described) N/A	Term	Rate	Amount
(Described) N/A	Term <td>N/A</td> <td>\$ N/A</td>	N/A	\$ N/A

C Official Fees Paid to Government Agencies

N/A	Amount
STATE OF PA	\$ 10.00
OPTIONAL GAP CONTRACT	\$ N/A
GOVERNMENT TITLES AND REGISTRATION FEES	\$ N/A
REGISTRATION	\$ 51.00
GOVERNMENT CERTIFICATE OF TITLE FEE/ENCLOSURE FEE	\$ 27.50

D Other Charges (Seller must identify who is paid and describe purpose)

N/A	Amount
PERUZZI PONTIAC	\$ 120.00
GMV	\$ 14.55
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A

5 Amount Financed (3 + 4) \$ 233.05 (4)

6 Finance Charge \$ 8974.55 (5)

7 Total of Payments-Time Balance (5 + 4) \$ 23436.00 (7)

Other Optional Insurance

☐ N/A Type of Insurance _____ Term _____

Premium \$ _____

Description of Coverage _____

Insurance Company Name _____

Home Office Address _____

Other Optional Insurance

☐ N/A Type of Insurance _____ Term _____

Premium \$ _____

Description of Coverage _____

Insurance Company Name _____

Home Office Address _____

Other Optional Insurance

☐ N/A Type of Insurance _____ Term _____

Premium \$ _____

Description of Coverage _____

Insurance Company Name _____

Home Office Address _____

Other Optional Insurance

☐ N/A Type of Insurance _____ Term _____

Premium \$ _____

Description of Coverage _____

Insurance Company Name _____

Home Office Address _____

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____.

_____ Yes _____ SELLER'S INITIALS _____

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

OPTIONAL GAP CONTRACT. A gap contract (also cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mile _____ Home of Gap Contract _____

I want to buy a gap contract.

Buyer Signs _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs _____ Co-Buyer Signs _____

If any part of this contract is not valid, all other parts stay valid. We may delay or refuse from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities. See back for other important agreements.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.

DO NOT SIGN THIS CONTRACT IN BLANK.

YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs _____ Date 08/15/13 Co-Buyer Signs _____ Date 08/15/13

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs _____ Date 08/15/13 Co-Buyer Signs _____ Date 08/15/13

Co-Buyer and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs for _____ Address _____

Seller Signs _____ Date 08/15/13 by _____ Title _____

Seller assigns to interest in this contract to _____

☐ Assigned with recourse ☐ Assigned with limited recourse

PERUZZI PONTIAC GMC TRUCK INC

By _____ Title _____

ORIGINAL LIENHOLDER

Regional Acceptance Corporation
1424 E. FIRETOWER RD
GREENVILLE NC 27858



September 24, 2016

TIMOTHY BECKEL
2472 BRANDON COURT
BENSALEM, PA 19020

Description of Collateral: Customer: 2008 CHEVROLET MALIBU-V6
Vin#: 1G1ZK577884255820

Dear TIMOTHY BECKEL:

On 08/04/16 we received a check in the amount of \$7,550.22 from Progressive to pay what it determined to be the fair market value of your vehicle which it has found to be a total loss. This check paid a portion of the total amount of money remaining on your account with us.

Subsequently, there is a deficiency balance on your account in the amount of \$1,969.20. This balance must be paid in order to satisfy your account with Regional Acceptance Corporation. Please be aware that any delinquency between the date of loss and the time your account is satisfied in full will be reported to the appropriate credit reporting agency.

It is therefore very important for you to make immediate arrangements with our office for payment of this deficiency balance that is due.

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

* NOTICE: If you are entitled to the protections of the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this letter, the following applies to you: THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS FOR INFORMATIONAL PURPOSES ONLY.

If you have any questions regarding this explanation, please call us at (800) 411-3184 or you can write us at the above address.

Regional Acceptance Corporation